

SALE CONTRACT

(WITH FINANCING CONTINGENCY)

County of St. Louis State of Missouri May 29 1980
 RECEIVED FROM Philip Kootman and Gerald Kootman
St. Louis County, Missouri

the sum of Five Thousand and No/100 Dollars (\$5,000.00) as earnest deposit and as part of the cash consideration for the purchase of the following described property situated in the County of St. Louis State of Missouri or described as:

An improved parcel of land consisting of part of Lots 6, 7 and 8 of the Subdivision of United States Survey 3, Township 46 North, Range 7 East, in the City of Bellefontaine Neighbors and in the Village of Riverview Gardens, St. Louis County, Missouri, which consists of approximately 228,000 sq. ft. of buildings and four residences on approximately 36.63 acres of land more or less.
 Legal description in purchaser's title insurance commitment to govern.

together with (if any) the improvements thereon and appurtenances, fixtures and equipment thereto belonging (which Seller guarantees to own free and clear of encumbrances), including all lighting, built-in heating, cooling and plumbing equipment and fixtures, attached linoleum, radiator shields, shades, curtain and drapery fixtures, Venetian blinds, shutters, storm sash and doors, screens, awnings, ventilating and exhaust fans, water heaters, stokers, oil and gas burners, garbage disposal and dishwasher, trees and shrubs, gas lights and gas fired barbecue pits, built in ovens and ranges, attached mirrors, attached T.V. antennas, and attached fireplace equipment, and all articles now provided for tenant use:

including list of equipment attached hereto as Exhibit A

which property is this day agreed to be sold to purchaser subject to approval of seller by noon of June 6, 1980, and not otherwise (and if not so approved earnest deposit shall be returned to purchaser) for the total sale price of Four Hundred Seventy-Five Thousand and No/100 Dollars (\$475,000.00) on the following terms:

Earnest deposit made as per this receipt \$ 5,000.00
 Additional earnest deposit to be made by purchaser on acceptance of contract by seller \$ 20,000.00
 Cash to be paid on closing date of sale as hereinafter fixed (subject to adjustments as herein provided) \$ 450,000.00 (plus closing costs)
 Deed or deeds of trust of record, subject to which title shall be transferred \$ - 0 -
 description

Deed or deeds of trust to be accepted by seller as part purchase money \$ - 0 -
 (Insert terms including type of loan, interest rate, method of payment, term of years, prepayment privilege, if any, commission, if any, and any special provisions.)

industrial revenue bond

This contract is contingent upon the availability to purchaser of financing, as set forth below, to be secured by deed or deeds of trust on said property. If commitment therefor be not obtained by 5:00 P.M. July 30, 1980, this contract shall be null and void and earnest deposit returned to purchaser. Said financing being as follows:

See paragraph 8 of Additional Provisions attached hereto.

The sale under this contract shall be closed under the usual SALE CONDITIONS AND CLOSING PRACTICES, and subject to any SPECIAL AGREEMENTS BETWEEN SELLER AND PURCHASER, all set forth on the reverse side hereof and hereby made a part of this contract, as fully and effectually as if they were incorporated herein, at the office of Lawyers Title Co. of Missouri, 8016 Bonhomme, St. Louis, Missouri 63105

on 30 days after removal of all contingencies or on such prior date as the parties hereto may agree.

All adjustments referred to on the reverse side hereof to be made as of date of closing.

Title to pass when sale is closed. Time is of the essence of this contract.

Possession of property to be delivered to purchaser at closing.

Deed to as directed

Approved on date first above written:

Lawyers Title Company

is authorized to order title examined.

Philip Kootman

Gerald Kootman

c/o Branch Metal Processing Corporation
 Address 105 Byassee Dr. Phone 895-4370
 Hazelwood, MO 63042

Witness

JIM MURPHY REAL ESTATE CO.

By Jim Murphy Agent

Approved 19

I/we agree to pay JIM MURPHY REAL ESTATE CO. & TURLEY MARTIN CO. 6% commission on the total sale price

the Commission XXXXXXXXXXXXXXXXXXXXXXXXXXXX to be a lien on said property.

CERTAIN-TEED PRODUCTS CORPORATION

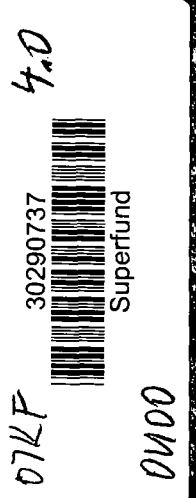
By V. Mark Vice PRESIDENT

P. O. Box 860 Valley Forge, PA 19482

Address Phone 215-587-5000

Witness W. A. D. Asst. Sec.

(Over) T. D. M.



LIST OF TENANTS — (Showing all concessions and prepayments)

Names of Tenants	Space Occupied	Lease Expires	Amount of Rent	When Due	Date Paid To

SALE CONDITIONS AND CLOSING PRACTICES

At election of either seller or purchaser, and at such party's expense, sale may be closed in escrow department of the local office of any reputable title company, but terms of contract shall not be affected.

Earnest deposit to be retained by seller's agent, without interest, ~~but agent shall not be liable for~~ ^{expenses} if sale is closed, earnest deposit to apply on sale ~~and if purchaser~~ shall fail to pay additional earnest deposit when due (if required by contract) or if sale be not closed by date fixed therefor owing to failure of performance by purchaser, earnest deposit shall be forfeited by purchaser ~~but purchaser shall receive~~ ^{out of pocket} ~~the~~ earnest deposit ~~shall go~~ ^{first} toward reimbursing expenses of agent incurred in this transaction, and balance to ~~be paid~~ ^{be paid} to seller and ~~to~~ ^{to} agent in full of commission.

Rents, general taxes based on latest available assessment and rate, subdivision upkeep assessments, interest, insurance premiums, water rates, sewer service charge, gas and electric bills, fuel supply and operating expenses (if any) to be prorated and adjusted as provided on the basis of 30 days to the month, seller to have last day; general tax year to run from January 1st; delinquent rents, over thirty days, if any, to be collected by seller and not adjusted. Purchaser to pay all recording fees.

Seller shall furnish general warranty deed, subject to deed restrictions, easements, rights-of-way of record, and zoning regulations; also subject to leases and to occupancy of tenants existing on the date contract is executed by purchaser; general taxes payable in current year and thereafter, and special taxes assessed or becoming a lien after date contract is executed by purchaser; said general and special taxes to be assumed and paid by purchaser. All personal property and fixtures included in this sale is guaranteed by seller to be paid for in full.

Title shall be marketable in fact, or purchaser will accept insurance policy issued by qualified title insurance company in lieu of strictly marketable title. If title is marketable, purchaser shall pay for certificate of title, it being understood that title charge includes the fee for services rendered by the agent, unless otherwise noted; if title is found imperfect and seller cannot perfect title or obtain title insurance policy as above provided, within sixty days after date fixed for closing, earnest deposit shall be returned to purchaser and seller shall pay agent's out-of-pocket costs, including title charges, ~~plus any other costs incurred by seller in connection with this transaction.~~

If, after contract is executed, the premises are destroyed or damaged by fire, windstorm or otherwise, ~~seller shall~~ ~~within thirty days if possible and each closing date shall be extended accordingly, at which time purchaser~~ shall have option of cancelling or enforcing contract; if enforced, purchaser shall be entitled to insurance; if cancelled, earnest deposit shall be returned to purchaser. ~~Broker agent shall receive full commission. Seller shall assume~~ risk of such destruction or damage and shall have the obligation to obtain consent of insurance companies to sale contract.

If improvements or additions have been completed within six months prior to sale closing date, seller shall furnish reasonable security against mechanics' liens or satisfactory evidence of payment of bills.

Property to be accepted in its present condition unless otherwise stated in contract. Seller warrants that he has not received any written notification from any governmental agency requiring any repairs, replacements, or alterations to said premises which have not been satisfactorily made. This is the entire contract and neither party shall be bound by representation as to value or otherwise unless set forth in contract.

The words purchaser, seller, agent and deposit where appearing in this contract shall be construed in the plural, if more than one.

Contract assignable by purchaser, but not without consent of seller if purchase money deed of trust forms part of sale consideration.

~~State Commission of the Federal Bureau of Investigation, Bureau of Investigation, Department of Justice, Washington, D.C.~~

Special Agreements between Seller and Purchaser forming part of Contract:

See Additional Provisions on attached page.

- 1 as liquidated and stipulated damages
- 2 provided that such deed restrictions, easements, rights-of-way of record and
zoning regulations do not interfere with the marketability of the property or
purchaser's intended use of the property.
- 3 provided that any such leases and occupancy are satisfactory to purchaser.
- 4 without exception unless satisfactory to purchaser.

TFM
PLEASE INITIAL
[Signature]

TFM
PLEASE INITIAL

ADDITIONAL PROVISIONS

1. Seller agrees to give Purchaser access to the property at reasonable times and from time to time between date of acceptance of Contract by Seller and date of closing upon reasonable telephone notice by Purchaser.
2. Except as provided in the sixth paragraph on page 2 of the Sale Contract and paragraph 8(d) hereof, the property will be in the same condition on Closing as on the date of this Contract, and Purchaser shall have the right to inspect the property immediately before time of Closing. Seller shall deliver the property in broom-clean condition on the Closing Date.
3. Except with respect to the representation set forth in paragraph 6, hereof, all representations and warranties herein made shall be merged into the Warranty Deed at Closing.
4. Notices may be served by either party by mailing same postage prepaid, certified mail, return receipt requested, to their addresses hereinbefore stated.
5. Seller shall and does hereby assign unto Purchaser any and all guarantees and warranties it may have on any portion of the premises herein sold, and the Purchaser shall have Seller's full right and authority to enforce said guarantees and warranties to the same extent as could the Seller. Purchaser shall use its best efforts to enforce any warranties without the assistance of Seller, but if Seller's assistance is necessary, Seller's agreement to so assist Purchaser shall survive the closing.
6. Seller agrees that it shall be solely responsible for the payment of a six percent (6%) commission to Jim Murphy Real Estate Co. and Turley Martin Co. at Closing. Except with respect to the above-named real estate brokers, Seller and Purchaser represent to each other that neither has employed nor retained any other broker or agent in connection with the transaction contemplated by this Agreement and, therefore, no other brokers' commissions of any kind are due and payable. Seller and Purchaser hereby agree to indemnify and hold each other harmless from any damages, costs, and expenses, including reasonable attorneys' fees, arising out of any claim for a commission on the sale of the property from a broker or agent retained or employed in violation of this representation.
7. Within ten (10) days after the execution of this Sale Contract, Seller shall furnish Purchaser with any existing survey of the property to be sold under this Sale Contract previously made for Seller and a copy of Seller's existing title certificate and/or title insurance policy.
8. This Sale Contract shall be specifically contingent upon and shall be binding on the parties only in the event that the Purchaser shall obtain the following:
 - (a) from bond counsel selected by the Purchaser, an unqualified opinion that the interest on the industrial revenue bonds proposed to be issued by the Industrial Development Authority of the County of St. Louis, Missouri, will be exempt from taxation under the Internal Revenue Code.
 - (b) from the Industrial Development Authority of the County of St. Louis, Missouri, official action as that term is set forth in Section 1.103-8(a)(5) of the regulations under the Internal Revenue Code approving Purchaser's application for the issuance of industrial revenue bonds under Chapter 349 of the Revised Statutes of Missouri.
 - (c) from the respective governing bodies of the City of Bellefontaine Neighbors and the Village of Riverview Gardens, approval of the location as an industrial development project pursuant to the provisions of Section 349.010 of the Revised Statutes of Missouri.

(d) assurance satisfactory to Purchaser that the property will be useable by Purchaser for its intended use (i.e., a metal processing plant and storage facility) and that subject property when occupied by Purchaser will be in compliance with all federal, OSHA, EPA, state and municipal requirements relating to use and occupancy. Purchaser agrees that this requirement shall be satisfied by a report from a reputable environmental engineering firm that the property is in compliance with such requirements. For such purpose, Seller hereby authorizes Purchaser to employ a reputable environmental engineering firm to report on what measures need to be taken in order to secure the aforesaid requirements. Seller agrees to pay the fees of said engineering firm not to exceed \$1,000.00. In addition, if the report of said engineering firm contains recommendations as to what measures need to be taken to place the property in compliance, Seller at Seller's expense shall do all things necessary to satisfy said recommendations and to place the property into compliance with applicable laws, ordinances and regulations, provided that the expense of satisfying such recommendations does not exceed \$10,000.00. In the event that the expense of satisfying such recommendations exceeds \$10,000.00, Purchaser at Purchaser's option may elect to cancel this Contract or enforce it. If enforced, Seller shall pay \$10,000.00 toward completing the recommendations and Purchaser shall be obligated to pay any excess. If cancelled, earnest deposit shall be returned to Purchaser and agent shall not receive its commission.

In the event that the aforesaid contingencies be not fulfilled on or before July 30, 1980, then Purchaser may provide notice in writing to the Seller or his agent that this Sale Contract will be rescinded or cancelled; in which case all earnest money shall be refunded and neither party shall have any further liability to the other hereunder.

9. This Contract is also contingent upon a termite and building inspection (including, but not limited to, structure, roof, walls, electrical, plumbing and other utilities) satisfactory to Purchaser to be ordered by Purchaser (at its expense, if any) reported upon to Purchaser and acted upon by Purchaser no later than June 27, 1980. Should results of those inspections be unsatisfactory to Purchaser this Contract shall be declared null and void upon written notification (within allowed time period) by Purchaser of intention to withdraw and earnest money shall be returned to Purchaser; provided that a written report from a reputable termite and building inspection company shall have been delivered to the Seller's agent. In the absence of written notice from Purchaser and termite and building inspection company, termite and building predication herein shall be considered withdrawn and contract in force.

EXHIBIT A

All equipment located on the property is included in the sale with the exceptions indicated herein:

1. Silica silo and related equipment consisting of:
 - (a) silo, scale bucket elevator and screw conveyor;
 - (b) one wheelabrator dust collector at north end of Plant #9.

which have been sold to Missouri Portland Cement Company.

2. Seller shall be entitled to remove at its cost within one (1) year after Closing:
 - (a) four cylinder molds with stands;
 - (b) 500 cfm Joy air compressor complete with motor and starter;
 - (c) one 35,000 per hour Wickes boiler;
 - (d) two autoclave doors.
3. The following are to be left by Seller for Purchaser with the understanding that if Seller wishes to purchase such items within one (1) year after Closing, it may do so at the cost indicated with removal and moving expenses also at Seller's cost:
 - (a) complete scrap crushing system - \$20,000.00;
 - (b) shotblaster system - \$5,000.00;
 - (c) two 7' diameter x 100' long autoclaves #6 and #7 - \$1,000.00 for each.

The prices indicated shall be payable by Seller to Purchaser at the time Seller removes the items.

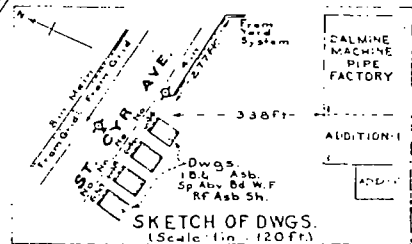
It is further understood that all personal property other than the items specified in 1 and 2 above is being sold to Purchaser including:

- (a) two wheelabrator dust collectors located at south end of main Plant #9;
- (b) one cement silo, screw conveyor and scale.

TFM
R/L

Property Line
ST. CYR AVE.
300 600
Fence

FIRE DEPT.
PHONE
428-1122



FIRE EXTINGUISHERS
MARKED BY X

DALMINE MACHINE PIPE FACTORY

ADDITION 18X
200 X 60
(1944)

ADDITION 16X
160 X 60
(1944)

BOILER
NO. 1
7' x 12' x 24'

Vacant Land Prop. of Appx. 720 ft. Beyond
St. Cyr St. Bldg.

STORE HO.

PLAN REVISED 4/27/77
CERTAIN-TEED PRODUCT
CORPORATION ET AL
"PLANT NO. 20-59"
St. Louis, Mo.

Scale 1
By E.S.
Data From P.M. Bollen, 12/18/63
RETRY-MUL ENGINEERING ASSOCIATION

SERIAL